AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF THE TOWN OF COLCHESTER

AND

THE COLCHESTER FEDERATION OF EDUCATIONAL PERSONNEL LOCAL #3279,

AFT-CT AFL-CIO

July 1, 2024 - June 30, 2028

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AGREEMENT
BETWEEN
THE COLCHESTER BOARD OF EDUCATION
AND
THE COLCHESTER FEDERATION OF EDUCATION PERSONNEL
LOCAL #3279, AFT-CT AFL-CIO

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the Colchester Board of Education of the Town of Colchester (hereinafter referred to as the "Board") and the Colchester Federation of Educational Personnel (hereinafter referred to as the "Union").

WHEREAS, Connecticut law recognizes the procedure of collective bargaining as a peaceful, fair and orderly way of conducting relations between municipal employees and their employer, and

WHEREAS, the paraprofessionals, cafeteria workers, and COTA/CDA employed by the Colchester School System selected as their sole representative the Federation, resulting in the Federation becoming exclusive bargaining representative for all paraprofessionals, cafeteria workers, and COTA/CDA in the unit, and

WHEREAS, the Board and its designated representatives have met with representatives of the Federation and have fully considered and discussed amongst themselves, salary schedules, working conditions, personnel policies and other conditions, relative to employment, it is agreed as follows:

ARTICLE I RECOGNITION

The Board recognizes the Federation as the exclusive bargaining representative for all employees in positions designated: Paraprofessionals, COTA/CDA and Cafeteria Workers, excluding employees in such classifications who work less than twenty (20) hours per week, for the purpose of negotiating with respect to salary, fringe benefits and conditions relative to employment.

ARTICLE II BOARD'S PREROGATIVES

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Colchester in all its aspects, including but not limited to the following:

to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Colchester;

to give the children of Colchester as nearly equal advantages as may be practicable;

to decide the need for school facilities;

to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes;

to determine the number, age and qualifications of the pupils to be admitted into each school;

to employ, assign, transfer, promote or demote, to lay off, terminate or otherwise relieve school employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board;

to suspend or dismiss school employees in the manner provided by statute or board policy;

to designate the schools which shall be attended by the various children within the Town;

to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable;

to prescribe rules for the management, studies, classification and discipline for the public schools

to decide the textbooks to be used;

to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings;

to prepare and submit a budget to the Board of Finance and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make transfers of funds within the appropriate budget as it shall deem desirable;

to establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices and procedures;

to discontinue processes or operations or to discontinue their performance by employees;

to select and to determine the number and types of employees required to perform the Board's operations;

to prescribe and enforce rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of the Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there is specific provision herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III FAIR PRACTICES

The Board agrees to continue its policy of non-discriminating against any educational personnel on the basis of race, color, national origin, age, sex or marital status, religion, sexual orientation, ancestry, disability, pregnancy, genetic information, gender information, gender identity or expression, veteran status or membership or participation in, or association with, the activities of any paraprofessional, cafeteria worker, and COTA/CDA organization, except in the case of a bona fide occupational qualification. Complaints under this Article are excluded from the grievance arbitration procedure in this contract. (Article VIII Step 4, A).

ARTICLE IV WORKING CONDITIONS

A. Work Schedules
    1. Paraprofessionals
        a. Work Year: The Board reserves the right to schedule the work year for paraprofessionals between one hundred and eighty (180) and one hundred and

one eighty-four (184) days, subject to paragraph 4 below, unless the unique needs of a student require an extended school year assignment. Days may be scheduled as full days or shortened days, as determined by the Board. A scheduled shortened day shall normally consist of a five (5) hour workday for paraprofessional working full-time.

b. Extended School Year (ESY): Should an extended school year assignment be required, it shall first be offered to the paraprofessional regularly assigned to work with the student. Should that paraprofessional decline the assignment, the extended school year assignment shall be made available to qualified paraprofessionals in the bargaining unit through an internal job posting. If no qualified internal paraprofessional is selected by the administration to fill the position, then the position may be posted and filled externally. If there is no qualified internal or external applicant, the Board may require the least senior, qualified paraprofessional to perform the assignment.

2. Cafeteria Workers
   a. Work Year: The work year for the cafeteria workers shall be between one hundred and sixty-five (165) and one hundred eighty-four (184) days, subject to paragraph 4.

   b. Shortened Work Days: A scheduled shortened day shall normally consist of a five (5) hour workday for cafeteria employees working full-time. On shortened days when the Superintendent determines that breakfast will be served at Bacon Academy, the cook shall be designated as the employee responsible for preparing, serving, and cleaning up. The cook will be compensated for actual hours worked, or a minimum of two (2) hours, whichever is greater, at his/her normal rate of pay. If the cook is absent, the supervisor or a substitute shall provide the service.

   c. In the event that Bacon Academy has an early dismissal for emergency or inclement weather purposes, regardless of time when called, Bacon Academy cafeteria employees will work for the students' scheduled day and any such employee who actually works the students' scheduled day shall be paid accordingly.

3. COTA/CDA
   a. Work Year: The Board reserves the right to schedule the work year for COTA/CDA/RBTs between one hundred and eighty (180) and one hundred and one eighty-four (184) days, subject to paragraph 4 below, unless the unique needs of a student require an extended year assignment.

   b. Extended School Year (ESY): Should an extended school year assignment be required, it shall first be offered to the COTA/CDA/RBT regularly assigned to work with the student. Should that COTA/CDA/RBT decline the assignment, the extended school year assignment shall be made available to qualified COTA/CDA/RBTs in the bargaining unit through an internal job posting. If no

qualified internal COTA/CDA/RBT is selected by the administration to fill the position, then the position may be posted and filled externally. If there is no qualified internal or external applicant, the Board may require the least senior, qualified COTA/CDA/RBT to perform the assignment.

4. All Employees

The work year shall be as assigned by the school administration in accordance with the school calendar. Employees shall receive a statement confirming hours of work and rates of pay at the beginning of the school year. If the Board changes the work year beyond the parameters set forth in the collective bargaining agreement, it will negotiate with the Union over the impact of the changed work year on members of the bargaining unit.

B. Working Conditions

1. Employees shall be paid biweekly for hours worked, by electronic deposit to the financial institution of their choice. Any work performed above forty (40) hours in one week shall be paid at one and one-half (1½) times the hourly rate for hours worked beyond the forty (40) hours in that week. The Board may schedule professional development sessions for employees, and require employees to attend and participate in such sessions. When such sessions occur outside the normal work day, employees shall be paid. At the request of a teacher, and after a paraprofessional obtains the prior written approval of the building administrator, a paraprofessional shall be available outside his/her regularly scheduled working hours for discussions with teachers about areas of programmatic and/or student needs. When such sessions occur outside the normal work day, employees shall be compensated for the additional time.

2. If in his or her discretion, the Superintendent releases employees early or permits a late start to the work day because of inclement weather or other good cause, such employees shall receive compensation for the hours they were otherwise scheduled to work, unless a full day is canceled, in which case said day may be rescheduled by the Superintendent. The work schedule for each classification as assigned by the Superintendent shall not depend upon whether school for students is closed early, starts late or is canceled for the day.

3. The administration shall establish work schedules for paraprofessionals as soon as student schedules are developed, provided that no paraprofessional that is a member of the bargaining unit will be assigned less than four (4) hours per day. If the work schedule results in a reduction in hours for a position from the previous school year, a more senior paraprofessional may displace the least senior paraprofessional and the displaced paraprofessional shall work the reduced schedule, provided both employees are similarly qualified to perform the assignment in question. The Board may change work schedules during the school year. In the event that a paraprofessional's hours are reduced during the school year, a more senior paraprofessional may displace the least senior paraprofessional and the displaced paraprofessional shall work the reduced schedule, provided both employees are similarly qualified to perform the assignment in question.

4. The reduction of a cafeteria worker's hours below four (4) hours shall be subject to seniority within the following classifications: cook, deli operator, general worker, side worker. The cafeteria worker whose position is being reduced below four (4) hours shall be entitled to displace the least senior worker in his/her classification with the most hours.

5. Paraprofessional and COTA/CDA/RBT employees desiring transfer within their building are encouraged to notify the building principal. Employees desiring transfer to a different building are encouraged to notify their current building principal as well as the building principal in the desired location, by utilizing a Transfer Preference Form as designated by the administration and submitted to the building principals on or before March 15th.

6. Vacancies directly caused by the creation of new positions, death, retirement, resignation or any other severance from employment shall be posted for five (5) days on the district's website prior to making an appointment. However, the Board reserves the right to make interim appointments. The most qualified applicant to the position shall be appointed. Qualifications shall include: seniority and consideration of student and programmatic needs. Qualifications shall be determined by the Superintendent, whose judgment shall be final and binding. Non-bargaining unit substitutes may be hired by the Board to address short-term needs caused by employee leaves and/or absences, or to fill interim positions prior to the creation of a long-term position. The Board shall notify the Union President of such appointments, including the name of the substitute appointed, the name of the individual being replaced (if applicable), and the anticipated duration of the appointment.

C. Paraprofessionals, COTAs, CDAs, and RBTs will be given a duty-free lunch period of not less than thirty (30) minutes incorporated within the above designated work day. The need for limited breaks in specific situations shall be recognized and respected by certified staff and administration, provided such breaks are limited in scope, duration and regularity, and do not conflict with the primary responsibilities of the position. Cafeteria workers who are scheduled to work in excess of four (4) hours per day shall be entitled to fifteen (15) minute duty free lunch.

D. <u>Tentative Assignments</u>
Paraprofessionals, COTA/CDA and cafeteria workers should be notified in writing of their tentative assignment for the next school year on or about the last day of the students' school year. Any change(s) made in the table of organization by the Board that leads to the elimination of positions within the bargaining unit shall be subject to discussion with the Federation at least two (2) weeks prior to the contemplated change(s). Paraprofessionals shall not receive a regular assignment consisting of the work regularly assigned to office professional employees.

E. Employee Protection
The Board shall protect and save harmless any employee from financial loss or expense, including legal fees and costs, if any, arising out of any claim, demand, suite or judgment by reason of alleged negligence or other act resulting in bodily injury to or death to any person or damage to or destruction of property within or without the school building, provided such employee at the time of the occurrence resulting in injury, damage or destruction was acting in the discharge of duties within the scope of employment or under the direction of the Board as set forth in Connecticut General Statutes §10-235. This section is for informational purposes only.

F. Probation
New employees shall serve a probationary period of seventy-five (75) working days, which do not include days missed because of illness or other leave. Employees shall have no seniority rights during this period nor paid personal leave time, but shall be subject to all other provisions of this agreement, except the right to grieve any disciplinary matters through the grievance procedure. All employees who have completed the probationary period shall acquire length of service records as of the date of their employment, within the bargaining unit. During an employee's probationary period, an employee shall not be eligible for insurance coverage, except as may be required by law.

G. Just Cause

ARTICLE V LEAVES OF ABSENCE

Sick Leave:

Paraprofessionals, COTA/CDA/RBT and cafeteria workers will be eligible to accrue sick leave of up to ten (10) days a year, earned pro-rata monthly on the basis of a ten (10) month work year, and credited at the beginning of each month. Such days shall accumulate to sixty (60) days for paraprofessionals and COTA/CDA/RBT and fifty-seven (57) days for cafeteria workers. Justification of excessive absenteeism may be required by the immediate supervisor. No more than six (6) sick leave days per year may be used for the care of a member of the immediate family, defined as spouse, parent, brother, sister, child, grandparent, or grandchild.

Sick leave may be taken in one-quarter (1/4) day increments at the beginning or end of the day. Sick leave may also be taken in half-day (1/2) day increments at either the beginning or end of the day. Three-quarter (3/4) sick days are prohibited.

Childbirth:

Absence for spouse for birth of child to spouse not to exceed two (2) days in any school year.

Funeral Leave:

A leave of absence not to exceed three (3) days immediately following the date of death shall be granted to members of the bargaining unit whose spouse, parent, brother, sister, in-laws, child, grandparent, or grandchild dies. Such leave shall be with pay. Upon request and in special circumstances, the Superintendent may grant such leave in excess of three (3) days, subject to the overall limitation set forth in Paragraph E below.

Personal Leave:

A. Members of the bargaining unit will be allowed a maximum of four (4) personal days without loss of pay per year. It is understood that all four (4) are granted only for matters of pressing personal needs that cannot otherwise legitimately be performed outside the working/teaching day. Personal leave for new employees shall be pro-rated for a partial year of service, accrued quarterly. The reasons for which personal days are granted are:
    1. A death of a close friend or a relative other than those individuals listed in under the funeral leave section above.

    2. An emergency that arises over which the employee has no control;

3. Legal business;

4. Wedding within the employee's immediate family; immediate family defined as son, daughter, mother, father, sister, brother, grandparent, or grandchild;

5. Religious holidays;

6. Up to one (1) day for which no specific reason is required to be given.

7. Graduation ceremonies of the employee, spouse, parent, child or grandchild.

B. When an employee notifies the building administration of his or her intent to use a personal day, he/she will indicate for which of the seven (7) reasons, in Paragraph B above, the day is being taken.
C. Except in cases of emergency, notice shall be given to the building principal at least forty-eight (48) hours in advance.
D. In order to help ensure continuity for students, personal leave shall normally not be granted on the last day before a school holiday or vacation period or on the first day of school after a holiday or vacation period, or first five (5) and last five (5) days of the scheduled student school year. Exceptions to this rule may be made for situations that arise over which the employee has no control, as determined by the Superintendent in his/her discretion.
E. Personal leave may be taken in one-quarter (1/4) day increments at the beginning or end of the day. Personal leave may also be taken in half-day (1/2) day increments at either the beginning or end of the day. Three-quarter (3/4) days are prohibited.

Jury Duty:

An employee shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed the employee's regular wage. The employee shall give adequate notice of jury call to his or her supervisor.

Maternity and Adoption Leave:

1. Maternity leave shall be granted by the Board of Education, and the employee may use accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

2. Leave shall continue as long as the employee is disabled. The Board reserves the right to determine the period of disability through review by a physician it selects and pays for. The Board shall be notified at least thirty (30) days before the estimated time of commencement of the leave.

3. The availability of extension of leave, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability due to pregnancy or childbirth shall be available on the same terms and conditions as they are applied to other disabilities.

4. Employees who are expecting to deliver or adopt a child or whose spouse is expecting to deliver a child may request a child rearing leave of absence without pay or benefits of up to one year. Employees shall request such leave at least sixty (60) days prior to the anticipated

commencement of such leave, and such leave request shall set forth the date on which leave shall conclude. Whenever possible, employees who return from leave during the same school year shall be returned to his/her former assignment, or a comparable one, as determined by the Superintendent or designee. Employees on such leave may continue to participate in the group insurance coverage at their own expense. Such leave shall run concurrent with any FMLA qualifying leave, when FMLA qualifying leave is applicable.

Leaves Without Pay:

Leaves of absence without pay or benefits (except as required by law) shall be granted upon application of such educational personnel in cases of extreme personal hardship such as, but not limited to, extended illness of the employee, illness of a member of the immediate family, or other reasons upon recommendation of the Superintendent and subject to the approval of the Board. During such unpaid leave, the employee shall not continue to accrue benefits. Upon return, the employee shall be credited with such benefits as he/she had upon the commencement of the leave.

Family and Medical Leave Act:

The provisions of the Family and Medical Leave Act shall apply to members of the bargaining unit who qualify under the terms of the federal and or state family and medical leave acts as they may be amended from time to time, and any time of leaves by this agreement that are covered by this Act shall run concurrent with any leave entitlement under the state and/or federal Family and Medical Leave Acts, or any other applicable law for which leave is granted

ARTICLE VI SENIORITY

A. Seniority:
    1. Paraprofessionals, COTA/CDA/RBT and cafeteria workers will have system wide seniority, based upon the length of service with the Colchester School System within a particular classification within the bargaining unit, measured from the date of membership with such classification in the bargaining unit. During any unpaid leave of absence, the employee shall not continue to accrue seniority. Upon return, the employee shall be credited with such seniority as he/she had upon the commencement of the leave.

    2. A seniority list of all employees in the bargaining unit shall be maintained by the Board. It shall be updated at least once annually in the month of October, and a copy of each update shall be provided to the president of the bargaining unit. If no objection to the seniority list is raised by any member or by the union president within thirty (30) calendar days of provision of the list to as described herein, the list shall be considered accurate.

B. Layoffs:
    1. Cafeteria Workers: In the event layoffs become necessary within the cafeteria worker classification, employees with the least seniority shall be laid off first. In all instances, this decision as to the layoff shall be made by the Superintendent in accordance with contractual provisions.

    2. Paraprofessionals/COTAs/CDA/RBTs: In the event layoffs become necessary within the classifications of paraprofessional/ COTA/CDA/RBT, the Board shall retain the most qualified employees. Qualifications shall include, seniority, special training, experience

as to assignment and student(s), student and programmatic needs, and evaluation and employment history.

3. Recall: All employees who have been laid off will be placed on a recall list for two (2) years and qualified employees based on the criteria described above must be recalled for any position within their separate categories (paraprofessional COTA/CDA/RBT and cafeteria worker) before any new people can be hired to fill the vacant positions. Notification of recall shall be mailed, return receipt requested, to the last address given by the employee. If the laid off employee refuses the offer or does not respond to a notification of recall issued by the Board within fifteen (15) days, then that employee relinquishes all rights to recall.

ARTICLE VII PERSONNEL FILES

Official employee files shall be maintained in accordance with the following procedures:

A. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances or contributions of a civic nature. All material received from and signed by responsible sources concerning an employee's conduct, service or character may be placed in the file by the administration. No anonymous letters or materials shall be placed in an employee's personnel folder. The employee shall be notified in advance of the placement of any critical material in his/her file by being provided with a copy of such material with the notation, "cc: Personnel File." Employees have the right to respond by addenda affixed to such critical material.

B. The employee shall upon request be given the opportunity to review the contents of his or her file. Reasonable requests for review shall not be withheld. It shall be the responsibility of the central administration, when requested, to arrange a convenient appointment with each employee that will enable that employee to have ample time to fully review any and all documents in his or her file in the presence of an administrator or his or her designee.

C. The employee has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

D. The employee shall be permitted to copy materials in his/her file.

ARTICLE VIII GRIEVANCE PROCEDURE

Definitions:

A. A "grievance" shall mean a complaint by a grievant that there has been a violation, misinterpretation or misapplication of the provisions of this contract.

B. As used in this Article the term "grievant" shall mean either (1) an individual employee or (2) a group of employees having the same grievance, or (3) the Federation.

C. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to any problems that may arise.

D. No reprisals of any kind shall be taken by any member of the Board or Administration against any participant in the grievance procedure by reason of such participation.

E. "Days" shall be defined as work days (e.g. days that the Superintendent's office is open).

Procedures:

A grievant and a Federation Representative (if the grievant so desires) shall first discuss the grievance with the grievant's immediate administrative superior.

Step I — If the matter is not satisfactorily adjusted within five (5) work days, the grievant shall submit it in writing within five (5) work days to the grievant's immediate supervisor. Such written grievance must be filed within fifteen (15) work days of the date that the grievant should have been logically aware of the act or circumstances giving rise to the grievance, except that an extension shall be granted if mutually agreed-upon and reduced to writing. The administrative supervisor shall meet with the grievant and a Federation representative and must render his/her decision in writing, with copies to the grievant and the Federation, within five (5) work days of the written submission to his/her supervisor by the grievant.

Step II — Failing satisfactory settlement within such time limit, the grievant may within five (5) work days appeal in writing to the Superintendent, and such writing shall set forth specifically the basis of the grievance. The Superintendent or his/her designee shall meet with the grievant and a Federation representative within five (5) work days of receipt by him/her of such appeal and shall give his/her decision in writing to the grievant and the Federation within five (5) work days of such meeting.

Step III — <u>Board Level Grievance</u>

Failing satisfactory settlement within such time limit, the grievant may, within five (5) work days, appeal in writing to the Board of Education. The Board, or a subcommittee thereof, shall hold a hearing with the employee within twenty (20) work days of the receipt of the written grievance and render a decision in writing within ten (10) work days of the hearing.

Step IV — <u>Arbitration</u>

A. If the decision of the Board does not resolve the grievance to the satisfaction of the Federation, it may submit the grievance to the American Arbitration Association, in accordance with applicable administrative procedures, practices, and rules. Whether or not previously indicated at earlier steps, the provisions of the contract that are involved shall be identified in the submission.

B. Notice of intention to submit to arbitration under subsection A. above, must be in writing addressed to the Superintendent of Schools, and submission to arbitration must be made no later than fifteen (15) work days following receipt of the Board of Education's decision.

C. The arbitrator shall hear and decide only one grievance in each case. He/She shall be bound by and must comply with all the terms of the contract. He/She shall have no power to add to, delete from, or modify in any way any of the provisions of this contract.

D. With respect to grievances involving a violation, misinterpretation or misapplication of the provisions of this contract, the arbitrator's decision shall be final and binding.

E. Fees and expenses of the arbitrator shall be borne equally by the Board and the Federation.

General Provisions:

A. A grievance may be represented at steps II and III of the grievance procedure by any person of his/her choice provided, however, that such person shall not be an official or a representative of any other employee organization. Only the Federation may represent a grievance at the arbitration step. When a grievance is not represented by the Federation, the Federation shall have the right to be present and to state its views at all steps of the grievance.

B. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate superior or processing a grievance in thier own behalf in accordance with the grievance procedure, through Step III of the procedure.

C. Meetings held under this procedure shall generally be conducted on non-school time at a place that will afford a fair and reasonable opportunity for all persons proper to be present and to be heard. If, at the option of the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

D. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE IX UNION RIGHTS

A. Information to the Union:
The parties shall make available to each other upon request any and all information, statistics and records which are relevant or necessary for the proper enforcement and implementation of the terms of this Agreement or for negotiating a successor agreement, to the extent to which such material is available or is reasonably obtainable, except for information which is legally privileged. A copy of the public agenda of the regular board meeting shall be available to the official Union representative to the Board, upon request, twenty-four (24) hours prior to the meetings.

B. Copies of Agreement:
The Board agrees to post the Agreement on the Board's website and give the Union ten (10) executed copies of the collective bargaining agreement.

C. School Visitations
The Board shall permit the President of the AFT-CT, or his/her designated representative, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to the terms and conditions of this Agreement. Any such Union visits shall be conducted in accordance with the school district's visitors' policy and procedures. This permission shall not be unduly withheld. If Union conferences with members of the bargaining unit are necessary, they shall be scheduled outside of working hours so as not to interfere with the duties and responsibilities of the school employee(s).

D. Membership Dues and Deductions

1. The Board agrees that, upon notification from the Union, the proper membership dues deduction will be made each month from the wages of any employee who voluntarily completes a membership dues deduction authorization. Such deductions shall be forwarded to the Union monthly. Upon the payment thereof to the Union, the Board shall be held free and harmless from any liability in handling such Union membership dues and may require a release from the Union. To authorize such membership dues deductions, an employee must complete a payroll deduction form prepared by the district.
2. The Board shall deduct the amount certified by the Union as the annual membership dues from the pay of each employee in equal semi-monthly installments. All such deductions shall be remitted to the Union by the fifteenth (15th) day of the month for which the membership dues deduction is made. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay Union dues directly to the Union.
3. Payments for new employees shall commence within thirty (30) days following the Board's receipt of the payroll deduction form authorizing the voluntary membership dues deduction from the employee's wages.
4. The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this section.

ARTICLE X CONDITIONS OF EMPLOYMENT

Prior to making any changes in the terms and conditions of employment, the Board shall negotiate such changes with the Union in accordance with law.

ARTICLE XI FRINGE BENEFITS

A. Each eligible employee will receive access to all applicable insurance policies and contracts on file with the Board, upon request. For any employee hired on and after November 19, 2018 in order to be eligible for insurance coverage as described in this Article, an employee must have a regular schedule of thirty (30) hours a week. Any employees hired on or before November 19, 2018 who remain continuously enrolled in the Board's health insurance plans, must have a regular schedule of twenty (20) hours a week in order to be eligible for coverage. In the event that an employee hired on or before November 19, 2018 terminates coverage, he/she must have a regular schedule of thirty (30) hours a week in order to resume coverage.

1. Premium Cost-sharing for Dependent/Family Coverage:
   Paraprofessionals, COTA/CDA, and cafeteria workers who choose to enroll in the Board's health insurance plan will be provided with the insurance listed below. If such employees provide written notification of their intent to obtain dependent/family coverage for the following year, the Board shall share in the cost of such dependent/family coverage, effective July 1, 2024 as follows:

   72% Board share

   Such employees who do not provide such written notification in accordance with the open enrollment deadline of any year shall not be eligible for such Board cost-sharing for dependent/family coverage in the following year.
2. Health Insurance Coverage:
   The Board shall offer to employees, subject to the conditions herein stated, the following health insurance coverage, with the features of the insurance plans outlined, herein below.

Enrollment in the insurance plans shall be subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with the employee portion of such coverage to be paid by the employee through payroll deduction.

a. The High Deductible Health Care ("HDHP") Plan as outlined in summary form in Appendix A. The Board and the employee shall pay proportionately for such coverage as follows:

3. Prescription Coverage:

The Board shall provide prescription drug coverage for employees electing the HDHP Plan through the applicable formulary, with employee retail co-payments of $10/$25/$40 (generic/preferred brand/non-preferred brand) and mail order co-payments of $20/$50/$80 (generic/preferred brand/non-preferred brand) for a 90-day supply. Prescription coverage shall be subject to the applicable HDHP deductible in the first instance.

4. Other Insurance Coverage Available to All Eligible Employees:
   a. The following Vision Care Rider, with dependent coverage, is provided to the employee according to policy schedule:
      i. Visual examination, including refractions.
      ii. Lens, including coverage for:
         (1) Single lenses
         (2) Bi-focal lenses
         (3) Tri-focal lenses
         (4) Contact lens(es)
         (5) Frames
      iii. For vision coverage, employees shall pay the same premium contribution for individual coverage as they pay for individual HDHP coverage, and the same premium contribution as they pay for dependent/family HDHP coverage, as applicable.

   b. The Board shall provide each eligible member of the bargaining unit with dependent/coverage the following dental coverage.
      i. The Blue Cross/Blue Shield FLEX Plan for Dental Care as outlined in Appendix B which shall not have any deductible (first dollar coverage) for diagnostic/ preventative dental services which shall include, but not be limited to, oral examination, x-rays, simple extractions, emergency treatment, prophylaxis (cleaning), fluoride treatments, repair of dentures, fillings, and endodontics as described in the plan provided.
      ii. There will be a twenty-five dollars ($25.00) per insured individual, per year front-end deductible for all other basic benefits covered by the FLEX Dental Plan
      iii. Payments are to be based on reasonable and customary charges.
      iv. Dental coverage shall also include all Rider A benefits (inlays [not part of bridge], crowns [not part of bridge], space maintainers, oral surgery

and apicoectomy) payable to eighty (80%) percent of reasonable and customary charges.

v. Dental coverage shall also include all Rider D benefits (orthodontist) payable at the rate of sixty (60%) percent of covered expenses until the insurance carrier has paid six hundred dollars ($600.00) per insured individual under the age of 20; the six hundred dollars ($600.00) is a lifetime maximum.

vi. Insured/spouse and unmarried dependent child 19-24. For employees hired after July 1, 2004, dependents over nineteen must also be full-time students.

vii. Coverage will be limited to a maximum benefit of $2,000 per person per calendar year for Diagnostic & Preventive and Basic services as outlined in Appendix B.

viii. For dental coverage, employees shall pay the same premium contribution for individual coverage as they pay for individual HDHP coverage, and the same premium contribution as they pay for HDHP dependent/family coverage, as applicable.

B. All members of the bargaining unit who retire after twenty (20) years' service in Colchester shall be allowed to buy any of the coverage offered to active employees within the bargaining unit at the Group Rate under the Group Policies of the Board at their own expense. Provisions of this coverage are to be determined by the terms and conditions of the individual insurance companies and/or plan administrators.

C. The Board may substitute insurance carriers/plans/administrators as it deems fit so long as the new carrier provides reasonably comparable coverage and administration. Network equivalence shall not be a factor in considering reasonably comparable coverage and administration if the disruption in doctor utilization (by visit) is fifteen percent (15%) or less. The Board shall provide written notice of the change in carrier, plan and/or administrator to the Union, together with information for distribution to Union members. Following receipt of such written notice, the Union shall have thirty (30) calendar days to dispute the Board's determination that a change in carrier, plan or administrator does not provide reasonably comparable coverage. Failure of the Union to file such a claim within thirty (30) calendar days shall constitute a waiver of such claim. Disputes as to reasonable comparability are to be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator experienced in matters of insurance coverage.

D. All bargaining unit members shall receive Twenty Thousand ($20,000) Dollars in life insurance.

E. The provisions of this Article concerning plan design shall be subject to renegotiations in accordance with statute, should health insurance benefits change for a majority of Board employees through negotiations.

F. The Board shall implement and maintain a Section 125 Salary Reduction Agreement that will be designed to permit exclusion from taxable income of the employee's share of health insurance premiums. The Board makes no representation or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status

of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

G. In the event that insurance plans described in this Article trigger a penalty under federal law, the Board may, at its option, offer alternative insurance plan(s) to bargaining unit employees after review of such proposed plan(s) by the Union. The plan design, co-payment amounts, cost sharing and other provisions of these alternative plans need not conform to the provisions of this Article. Participation in an alternative plan shall be voluntary.

H. If the Board determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plans so as to reduce the cost of the plans below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, allocate the responsibility for increased costs associated with the imposition of the excise tax and/or other insurance proposals designed to address the increased costs of health insurance coverage.

ARTICLE XII SAVINGS CLAUSE

1. If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substituted action shall be subject to appropriate consultation and negotiation with the Union.
2. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all provisions of this Agreement shall continue in effect.

ARTICLE XIII MISCELLANEOUS

A. Any employee required by the Board to use his/her personal automobile in the discharge of his/her job duties, shall be reimbursed for his/her mileage at the I.R.S. approved rate.

B. The Union shall not instigate, support or condone any strike, slowdown or interference with the orderly operation of the school system.

C. The Board shall reimburse paraprofessionals for the cost of the fee for one (1) ParaPro Assessment (or any successor assessment as determined by the Board in accordance with law) upon presentation of evidence of successful completion of the assessment if (a) successful completion of that test is required for the currently-employed paraprofessional to serve in the position as assigned by the Board and (b) the paraprofessional provides the Board timely written notification of his/her intent to take the test. In addition, the Board shall reimburse any member of the bargaining unit for the cost (tuition, materials) of specialized training as the Board may require.

ARTICLE XIV MATTERS NOT COVERED

With regard to the matters not covered by this Agreement, the Board agrees to make no changes in existing policy that would affect hours, wages or other conditions of employment without prior consultation with the Union.

ARTICLE XV DURATION

A. This Agreement shall be effective upon execution by both parties, with salaries retroactive to July 1, 2024 and shall remain in effect through June 30, 2028.
B. This Agreement shall constitute the full and complete agreement between the parties, and neither party shall be obligated during its term to negotiate on any item, except by mutual written consent, whether it is covered by this Agreement or not.

ARTICLE XVI PENSION DEDUCTION

A. The Board shall establish a retirement plan either similar to or part of the Town of Colchester plan. The Plan is a Section 457 plan, as set out below. The key provisions of the plan are set out below for informational purposes. The Plan shall be as set out in the Plan documents, which shall be controlling, and which are available to unit members upon request.
B. The Board will contribute 4% of base (not including overtime or longevity) pay into the 457 Plan offered by the Board of Education for eligible employees. Employees may contribute into the Retirement Plan in accordance with limits established under federal law. The employee can withdraw the Board portion contributed to the Section 457 Plan, as well as their own contribution, at any time, but if it is before retirement or under the age of 59 ½ years, in accordance with law, such withdrawal will be included as part of his/her income, and it will be subject to substantial penalties, such as a 6 month loss on interest, and at least a 10% payment to the IRS. If the account is closed completely, the employee shall be excluded as a participant in the future. Yield interest shall fluctuate up or down, pending on the current rate of interest. The Board contribution shall be made to the employee's Section 457 Account through payroll deduction in accordance with law. Employees hired on or after November 19, 2018 shall not be eligible for this benefit.
C. Upon request of a unit member, the Board shall deduct from the member's salary any amount designated for a pension or retirement plan. The Board shall forward such monies to the designated pension or retirement plan. It is understood that such deduction be in equal amounts for each pay period and extend over at least three months before the member may make a change.

ARTICLE XVII LONGEVITY

1. Paraprofessional members of the bargaining unit will be eligible for longevity stipends upon achieving specified years of continuous service with the Board. The stipends are structured as follows:

5 years of continuous service	– $500
10 years of continuous service	– $1,000
15 years of continuous service	– $1,500
20 years of continuous service	– $2,000
25 years of continuous service	– $2,500
30 years of continuous service	– $3,000

2. To qualify for longevity stipends, Paraeducators must be employed in a continuous capacity without interruption. For the purposes of this provision, "continuous service" is defined as an uninterrupted period of employment with the Board. This excludes any breaks in service due to resignation, termination, or extended leave without pay, unless otherwise determined at the discretion of the Superintendent.
3. Longevity stipends shall be issued as a lump sum included in the final June paycheck of the school year that coincides with or follows the employee's continuous service anniversary; the stipend amount will be based on their eligible years of service.

ARTICLE XVIII SALARY SCHEDULES

2024-2025

Step	Side Worker	General Worker	Deli Operator	Cook	Para	COTA/CDA/RBT
1	16.36	17.57	18.83	19.94	18.12	27.18
2	16.89	18.18	19.50	20.65	19.14	29.07
3	17.45	18.81	20.18	21.36	20.23	31.01
4	18.02	19.48	20.88	22.10	21.38	33.52

2025-2026

Step	Side Worker	General Worker	Deli Operator	Cook	Para	COTA/CDA/RBT
1	17.36	17.92	19.21	20.33	19.12	28.18
2	17.89	18.55	19.89	21.07	20.14	30.07
3	18.45	19.18	20.59	21.79	21.23	32.01
4	19.02	19.86	21.30	22.54	22.38	34.52

2026-2027

Step	Side Worker	General Worker	Deli Operator	Cook	Para	COTA/CDA/RBT
1	18.36	18.37	19.69	20.84	20.12	29.18
2	18.89	19.01	20.38	21.59	21.14	31.07
3	19.45	19.66	21.10	22.33	22.23	33.01
4	20.02	20.36	21.83	23.10	23.38	35.52

2027-2028

Step	Side Worker	General Worker	Deli Operator	Cook	Para	COTA/CDA/RBT
1	19.36	18.74	20.08	21.26	21.12	30.18
2	19.89	19.39	20.79	22.03	22.14	32.07
3	20.45	20.06	21.52	22.78	23.23	34.01
4	21.02	20.77	22.27	23.57	24.38	36.52

WITNESS WHEREOF, the undersigned parties have set their hands this ___ day of _____, 2024.

BOARD OF EDUCATION OF THE TOWN OF COLCHESTER

Date:_____ By:_____

COLCHESTER FEDERATION OF EDUCATIONAL PERSONNEL LOCAL #3279, AFT-CT AFL-CIO

Date: _____ By:_____

INSURANCE PROGRAMS
HIGH DEDUCTIBLE HEALTH CARE PLAN 2024-2028:
(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan.

BENEFIT	
COST SHARES	
	In-Network services and Out-of-Network services subject to deductible and coinsurance.
	No Referrals Required
	Deductible: $2,250 Individual, $4,500 Two or More (Shared In-Network and Out-of-Network)
	In Network Coinsurance 100%
	Lifetime Maximum In-Network - Unlimited
	Out-of-Network Benefits
	Coinsurance 80% / 20%
	In-Network Out-of-Pocket Maximum: $4,500 Individual, $8,150 Two or More (Shared with Out-of-Network)
	Out-of-Network Out-of-Pocket Maximum: $4,500 Individual, $9,000 Two or More (Shared with In-Network)
	Lifetime Maximum Out-of-Network - Unlimited
	Only In-Network Benefits Illustrated Below
PREVENTIVE CARE	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible

Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year
	Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible

Ambulance	100% after deductible
INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	100% after deductible
Rehabilitative	100% after deductible
	Covered up to 100 days per calendar year.
	Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible
	120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery	100% after deductible
Facility Charges	
Diagnostic Lab & X-ray	100% after deductible

Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible
Prescription Drugs	After deductible is met: 2 x retail for mail order / $10 generic, $25 preferred brand, $40 non- preferred brand; Unlimited max.

The Board will contribute a percentage of the applicable HDHP deductible amount into an employee's HSA account, as set forth below. For plan participants who may not be eligible (Medicare enrolled or receiving benefits from TriCare or VA) for a HSA contribution, the Board shall make available a HDHP/HRA plan with the same deductible funding as received by HSA participants. The parties acknowledge that the Board's contribution toward the funding of deductibles for the HDHP plan by contribution to an employee's HSA (or HRA contribution) is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible (or HRA contribution) for individuals upon their separation from employment. Board contributions to an employee's HSA (or HRA contribution) shall be pro-rated for a partial year of employment. In the event that an employee gives written notice of his/her intent to leave the district, any further Board contributions to an employee's HSA (or HRA contribution) shall reflect the pro-rated amount of the employee's deductible funding through his/her last day of employment with the district.

The Board will contribute to the annual deductible for employees' HDHP in the amounts set forth below:

50% for the individual plan
50% for the 2-person or family plan

The Board will make its contribution to an employee's HSA (or HRA contribution) in four (4) equal installments, on the following schedule:

- 25% of Board's contribution on 1st regular payroll date after September 15th

- 25% of Board's contribution on 1st regular payroll date after December 15th
- 25% of Board's contribution on 1st regular payroll date after March 15th
- 25% of Board's contribution on 1st regular payroll date after June 15th

This insurance matrix appendix contains a summary and description of the HDHP Plan. It is agreed and understood by the parties that the insurance description contained in this matrix is descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

APPENDIX B
DENTAL INSURANCE

Benefit	Coverage
Individual Deductible: Family Deductible: Lifetime maximum:	$25 (applies to Basic Services and Major Services only $75 (applies to Basic Services and Major Services only) $600 per member per lifetime for Category 3 All other categories are subject to a maximum of $2,000 per person per calendar year. Insured/spouse and unmarried dependents to age 25. For employees hired after July l, 2004, dependents over 19 must also be full-time students
Diagnostic and Preventive Services Initial and periodic oral exams and cleanings Topical application of fluoride Space maintainers X-rays Emergency Treatment Prophylaxis Space Maintainers	Payable at 100% of usual, customary and reasonable charges at participating dentists.
Basic Services Fillings Root Canals Stainless steel crowns Extractions Oral Surgery Repair and relining of dentures Apicoectomy Inlays 1/tooth/5 years Onlays l/tooth/5 years Crowns l/tooth/5 years	Payable at 80% of usual, customary and reasonable charges at participating dentists.
Major Services Orthodontics	Payable at 80% of usual, customary and reasonable charges at participating dentists.